



City of Fredericksburg, Virginia

Request for Proposals # SBX001 for
the Radio Sponsorship at the annual Fredericksburg Soap Box Derby

<u>Sole contact point for submissions:</u> Dorothy Hart Community Center Attn: Radio Sponsorship, Fredericksburg Soap Box Derby 408 Canal Street Fredericksburg, VA 22401	<u>Sole contract point for questions:</u> fredprpf@fredericksburgva.gov
--	---

Important dates:

RFP issuance	February 20, 2015
Deadline for proposers to ask questions	March 6, 2015
Deadline for City's responses to questions	March 13, 2015
Proposals due	March 20, 2015 – 4:00 p.m.
Anticipated notification of contract award	April 3, 2015

Introduction

The City of Fredericksburg Parks & Recreation Department is seeking a business to be the Radio Sponsor for the 2015 Fredericksburg Soap Box Derby. The sponsor will provide in-kind professional services consisting of radio advertisements, social media promotion, on-site promotion and event day presence.

Proposer Eligibility Requirements

1. A Proposer must assume responsibility as prime contractor for this contract. Consortiums, joint ventures, or teams submitting proposals, although encouraged, must establish that all contractual responsibility rests solely with one legal entity, which cannot be a subsidiary or affiliate with limited resources.

Subcontracting is only permitted with the City's advance written permission. Identify all proposed subcontractors in your proposal.

2. Proposers must be authorized to do business in Virginia, and registered with the Virginia State Corporation Commission. **Provide the full legal name of the proposer, as registered with the SCC, in the proposal.**
3. Any person currently debarred under Fredericksburg City Code § 2-411 cannot submit a proposal.
4. More than one proposal received in response to a single solicitation from a legal entity under the same or different names will be rejected. An entity acting only as a subcontractor may be included as a subcontractor for two or more proposers. Proposals may be rejected if reasonable grounds exist for believing that collusion exists among any proposers.
5. The City does not discriminate against proposers based on race, religion, color, sex, national origin, age, disability, or faith-based organization status.

Scope of Work

The sponsor must:

- a. Provide on-air pre-event promotions and on-air interviews with staff and/or participants
- b. Create event promotion commercial to be played on air
- c. Have station van present day of the event providing music and on-air personality(ites) as the announcer(s) throughout the day
- d. Advertise the Derby on the sponsor's digital outlets such as business website, social media outlets, and other possible platforms. Must include provided event logo in promotions.
- e. Provide a detailed post event report that includes but is not limited to the following: dates and screen shots of Facebook/Twitter posts, dates commercial was ran, interviews were conducted, etc.

P&R will:

- a. Include the sponsor's logo in all advertising and marketing, including the website, flyers, social media outlets, P&R newsletter, and other possible platforms
- b. Provide all content and logos to be included in ads

Instructions to Proposers

1. All proposals must be received by the time specified on this RFP's cover page, at the location specified on the cover page. Any proposal received after this time will not be considered. It is the proposer's responsibility to have their proposal in on time and at the correct place.
2. The original proposal must be signed by an official authorized to legally bind the proposer to its terms. The signature must appear above the typed or printed name and title of the individual signing, include a statement that the signer is authorized to bind the proposer to its terms, and include a statement that the proposal is valid for at least 180 days from the proposal date.

3. All records pertaining to this procurement are open to inspection by the public under the Virginia Freedom of Information Act unless specifically exempted under Virginia Code § 2.2-4342. If you want portions of your proposal to be confidential, you must comply with § 2.2-4342(F), which requires that you (i) specifically invoke the protections of § 2.2-4342(F) before or upon submission of the data, (ii) identify the specific data to be protected, and (iii) state the reasons why protection is necessary. You cannot mark pricing information as confidential. If the City cannot tell which *specific* parts of the proposal are marked as confidential, if the entire proposal is marked as confidential, or if you do not completely comply with § 2.2-4342(F), the entire proposal is public information and the City will provide it in its entirety in response to a valid request for public records.
4. The legal terms attached to this request are the terms that will govern any contract resulting from the request. You may propose edits to these terms and propose specific additional terms, but you may not attach your own set of standard terms or other documents containing terms that contradict or restate the City's terms.
5. The City may request clarification of submitted information and request additional information.
6. Any proposal may be withdrawn up until proposal due date.
7. Any questions must be directed to the contact person listed on this RFP's cover page. A written addendum signed by that person and posted at www.fredericksburgva.gov/Bids.aspx is the only means by which the City will issue official clarifications and information to this RFP. You are responsible for checking for addenda regularly. You may sign up for automatic notifications at: www.fredericksburgva.gov/list.aspx?Mode=Subscribe#bids.
8. Proposals are binding offers. If the City accepts a proposal, the proposer is bound to the terms of the contract.
9. This program is contingent on available funding. The City may award multiple contracts or no contract. The City may negotiate with proposers and ask proposers to revise aspects of their proposals.
10. The City is not responsible for any costs incurred in preparing a proposal.
11. If the City determines that a proposer has made a material misstatement or misrepresentation, the City may eliminate the proposer from the RFP process.
12. The City owns all information submitted to it in proposals under this RFP.

Proposal Format

1. A cover letter on stationary letterhead containing:
 - 1.1. A statement that the proposal is submitted in response to RFP# SBX001.
 - 1.2. A statement indicating which individual (include name, title, address, phone number, and email address) is authorized to negotiate and contract with the City on behalf of the organization.

- 1.3. A statement that the proposal is not the result of, or affected by, any act of collusion with another person (under Code of Virginia § 59.1-68.6 *et seq.*) engaged in the same line of business or commerce, or any act of fraud punishable under Article 1.1 of the Virginia Governmental Frauds Act (Code of Virginia § 18.2-498.1 *et seq.*).
 - 1.4. The signature of the person listed in #1.2.
2. A detailed description of the proposal being made, including:
 - 2.1. A detailed breakdown of the in-kind sponsorship value you can provide that includes (but is not limited to):
 - 2.1.1. Must provide value for estimate promotional mentions or advertisements
 - 2.1.2. Size and value of ads, publications day of highest readership, what issues they will run in, frequency of what ads, etc.
 - 2.1.3. Specific areas (geographically and types of business) publication reaches
 - 2.2. Details on listenership demographics pertinent to this event (age, sex, households with children, what county they reside in, etc).
 - 2.3. An explanation of any similar community outreach (if any) you have performed. Provide a detailed explanation of why your platform is the best for the event.
 - 2.4. High-resolution, 300 dpi logos to be used in all advertising and promotions both in print and online.
 - 2.5. A description of any float or other entry you intend to include in the parade.
 - 2.6. An explanation of anything else you plan to offer that was not specifically requested in the RFP.
3. A statement of experience, including:
 - 3.1. Proposer's full legal name (e.g. Fiber Company, LLC) and place of incorporation.
 - 3.2. Proposer's federal tax identification number.
 - 3.3. A statement that the proposer has the capacity to meet the scope of work. Include an executive summary highlighting the qualifications of the proposer.
 - 3.4. List all controlling interests in any other firms providing similar products or services, and financial interest in other lines of business. If none, state that you have none.
4. Describe all proposed subcontracting activities. Includes the full legal name and address of all subcontractors, the type of work to be performed, and the percentage of the total work they will perform.
5. Provide this additional information:
 - 5.1. Describe any exceptions to the City's requirements or clarifications to the requirements.
 - 5.2. State whether the proposer or any of its officers or managers (i) is currently under suspension, debarment, voluntary exclusion, or determination of eligibility by any federal, state, or local agency, (ii) has been suspended, debarred, voluntarily excluded or determined ineligible by any agency within the past 5 years, (iii) has a proposed debarment pending, or (iv) has been indicted, convicted, or has a civil judgment rendered against it involving fraud or misconduct with the past 5 years.
 - 5.3. List any pending litigation in which proposer or any of its officers or managers is a named party.

Proposal Evaluation and Selection

1. All proposals will be initially evaluated to determine if they meet the following minimum requirements:
 - 1.1. The proposal must be complete, in the required format, and in compliance with all the requirements of this RFP.
 - 1.2. The proposal must meet the requirements of the scope of work.
2. The City, will then use the following criteria to review and evaluate proposals:

Evaluation Matrix		
Category	Description	Awardable Points
A	Conformance of the proposed solution to the scope of work.	0-25
B	Quality of the proposed solution.	0-25
C	Suitability of the proposer to provide the solution (experience and qualifications)	0-20
D	Value of in-kind services offered.	0-30
Total		100

3. The City may ask additional questions of proposers.
4. The City will select at least two top proposals, and negotiate with each of their proposers. Price will be considered, but will not be the only factor.
5. The City may then award a contract, multiple contracts, or no contract. The City may accept or reject any or all proposals, waive irregularities and technicalities, and request resubmission or additional information. The City is the sole judge of suitability of the proposals. The City's decision is final.

Contract Terms

Authorization to do Business in Virginia. Contractor is authorized to do business in Virginia as a domestic or foreign business entity under Title 13.1 or Title 50 of the Virginia Code. Contractor will not allow its existence to lapse or its certificate of authority or registration to do business in Virginia to be revoked or cancelled during the term of this contract.

Relation to City. Contractor is an independent contractor of the City. This contract does not create an employment relationship between the City and Contractor or any of its employees.

Modifications. This contract consists of the Request for Proposals issued by the City (including these terms), the winning Proposal, the Notice of Award issued by the City, and any written change orders approved by the City. Modifications to this contract can only be authorized by approved written change order. Contractor must submit requests for change orders to the City. The City will respond to requests promptly, in writing.

Freedom of Information Act. All records pertaining to this contract are open to inspection by the public under the Virginia Freedom of Information Act (Virginia Code § 2.2-3700 *et. seq*) unless specifically exempted under Virginia Code § 2.2-4342.

Ethics in Public Contracting. Contractor certifies that its offer is made without collusion or fraud and that it has not offered or received any kickbacks or inducements from any other offeror, supplier, manufacturer, or subcontractor and that it has not conferred on any public employee having official responsibility for this purchase any payment, loan, subscription, advance, deposit of money, services, or anything of more than nominal value, present or promised unless consideration of substantially equal or greater value was exchanged.

Immigration. Contractor does not, and will not during the performance of this contract, knowingly employ an unauthorized alien as defined in federal Immigration Reform and Control Act of 1986.

Non-appropriation. All funds for payments after June 30 of the current fiscal year are subject to appropriation by the City Council. If Council does not appropriate the required funds, the City will terminate this contract on June 30 of the then-current fiscal year.

Indemnification. Contractor will save, defend, hold harmless, and indemnify the City, and all of its elected and appointed officials, officers, employees, agents, departments, agencies, boards, and commissions from and against any and all claims, losses, damages, injuries, fines, penalties, costs (including court costs and attorney's fees), charges, liability, or exposure, however caused, resulting from, arising out of, or in any way connected with Contractor's negligent acts, errors or omissions, recklessness or intentionally wrongful conduct of the Contractor in performance or nonperformance of its work under the contract. This indemnification survives the termination of the contract.

Insurance. Contractor and any subcontractors will maintain the following insurance coverage during the entire term of the contract. Contractor will provide copies of its Certificates of Insurance to the City.

- a. Workers' Compensation—as required by law.
- b. Employer's Liability--\$100,000.
- c. Commercial General Liability--\$1,000,000 per occurrence. The City must be named as an additional insured on this policy.

Assignment. Contractor will not assign or otherwise transfer any of its rights, obligations, or interests in this contract without the written permission of the City.

Choice of Law, Venue. This contract is governed by Virginia law. The Circuit Court of Fredericksburg, Virginia is the exclusive venue for any litigation regarding this contract.

Claims. Contractor must notify the City in writing of its intention to file a claim at the time of the occurrence or beginning of the work upon which the claim is based. All claims must be submitted less than 60 days after the final contract payment.

Dispute Resolution. The parties shall first endeavor to resolve any disputes, claims, or other matters in question between them through direct negotiations, and if direct negotiations fail, by non-binding mediation, with the exclusive venue of the mediation being the City of

Fredericksburg. Should the dispute remain unresolved either (i) following negotiation and mediation, or (ii) more than 90 days after a party has requested mediation, either party may institute a lawsuit or chancery action, as appropriate, in Fredericksburg Circuit Court, and may pursue all available appeals in Virginia state courts, to the extent they have jurisdiction. Any agreement reached in mediation must be reduced to writing and executed by the parties; upon execution, the agreement will be enforceable as a settlement agreement.

Default. The City is in default 1) if it fails to pay any amount due to Contractor; or 2) upon any other material failure to comply with the terms of the contract. Contractor is in default upon any material failure to comply with the terms of the contract.

A party alleging that the other party is in default must provide the allegedly defaulting party with written notice specifying the alleged default and allow 30 days for the default to be cured.

Remedies. If the City does not cure a default after receiving notice, Contractor may a) terminate this contract, and b) exercise all remedies available at law. If Contractor does not cure a default after receiving notice, the City may a) terminate the contract, and b) exercise all remedies available at law.

Termination. The City may terminate this contract for any reason upon 30 days notice to Contractor. The City will promptly pay all amounts already earned by Contractor and reasonable expenses incurred in reliance upon the contract. The parties can agree to terminate this contract at any time.

Notices. Any notices pertaining to this contract must be sent by first-class mail to:

To the City:

Fredericksburg City Manager
P.O. Box 7447
Fredericksburg, Virginia 22404-7447

To the Contractor:

The address listed on Contractor's Proposal or Bid. Contractor may change its address for notices by notifying the City in writing of the change.

Severability. If a court declares any part of this contract to be invalid, void, or unenforceable, the rest of the contract remains in effect.

Strict Performance. The failure of a party to insist upon the other party's strict performance of the terms of the contract is not a waiver of the right to insist upon strict performance of those terms at a later time.